



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

APR 13 2011

PEARSON EDUCATION, INC.,
JOHN WILEY & SONS, INC.,
CENGAGE LEARNING, INC. AND
THE MCGRAW-HILL COMPANIES, INC.,

Plaintiffs,

-against-

EDGAR BOBADILLA,

Defendant.

08 Civ. 7413 (GBD)

FINAL JUDGMENT AND PERMANENT INJUNCTION
BY CONSENT

IT IS HEREBY STIPULATED and agreed by and between the parties, conditional upon the approval of the Court, that it is

ORDERED, ADJUDGED AND DECREED that defendant Edgar Bobadilla ("Bobadilla") and Bobadilla's agents, servants, and employees, and all those acting in concert with him, if any, are hereby PERMANENTLY ENJOINED from (i) infringing the registered copyrights of plaintiff Pearson Education, Inc. ("Pearson") identified on Schedule A hereto, the registered copyrights of plaintiff John Wiley & Sons, Inc. ("Wiley") identified on Schedule B hereto, the registered copyright of Cengage Learning, Inc. ("Cengage") identified on Schedules C hereto, and the registered copyrights plaintiff The McGraw-Hill Companies, Inc. ("McGraw-Hill"), identified on Schedule D, in violation of 17

U.S.C. § 501 or 15 U.S.C. § 1114(a); and (ii) infringing any copyright or trademark of Pearson, Wiley, Cengage or McGraw-Hill through the sale of any instructors solutions manual; and it is further

ORDERED, ADJUDGED and DECREED that Bobadilla shall pay Pearson, Wiley, Cengage and McGraw-Hill damages in the amount of \$50,000 (the "Settlement Amount"), payable \$40,000 forthwith, and \$10,000 on March 31, 2009; and it is further

ORDERED, ADJUDGED and DECREED that the payments of Bobadilla, pursuant to this final judgment and permanent injunction, to which Bobadilla has consented, are in satisfaction of valid claims of Pearson, Wiley, Cengage and McGraw-Hill against Edgar Bobadilla for copyright infringement that constitute "injury" by Edgar Bobadilla to Pearson, Wiley, Cengage and McGraw-Hill that falls within 11 U.S.C. § 523(a)(6), and the obligation of Bobadilla to make the above payments totaling \$50,000 shall not be dischargeable as a result of any petition or application that Bobadilla may file under the laws of the United States, or any other country, relating to bankruptcy; and it is further

ORDERED, ADJUDGED AND DECREED that Bobadilla shall have the right at any time to prepay the balance remaining, in whole or in part, but that a partial prepayment shall be allocated to the last amounts due and shall not delay the

monthly payments owed to Pearson, Wiley, Cengage and McGraw-Hill; and it is further

ORDERED, ADJUDGED AND DECREED that, unless Pearson, Wiley, Cengage and McGraw-Hill notify Edgar Bobadilla to make payment to another person, Edgar Bobadilla shall pay the above amounts by check payable to Dunnegan LLC Attorney Trust Account, and sent to Dunnegan LLC, 350 Fifth Avenue, New York, New York 10118, or to such other address that William Dunnegan may provide to Bobadilla; and it is further

ORDERED, ADJUDGED AND DECREED that if Bobadilla does not make a payment in accordance with this final judgment and permanent injunction within 5 business days of the receipt of written notice to Edgar Bobadilla at the address provided below by overnight delivery (deemed received the business day after dispatch) or certified mail return receipt requested (deemed received the day of confirmed receipt), or at such other address he may provide them, and Bobadilla's failure to cure within such 5-day period, (i) all amounts due under this final judgment and permanent injunction shall become immediately due and payable, (ii) Pearson, Wiley, Cengage and McGraw-Hill will be entitled, in addition to all other remedies available in law or in equity, to reopen this case to seek additional damages that they can prove they would be entitled to recover, including attorney's fees; and (iii) Pearson, Wiley, Cengage and McGraw-Hill shall be

entitled as a matter of right to their reasonable attorneys' fees in connection with the enforcement of this final judgment and permanent injunction; and it is further

ORDERED, ADJUDGED and DECREED that if Bobadilla changes his current residence address prior to the final payment having been made by him pursuant to this final judgment and permanent injunction, Bobadilla shall within 10 days of that change, provide written notice of that change of address by U.S. Mail to William Dunnegan at the address set forth below, or any further address William Dunnegan designates; and it is further

ORDERED, ADJUDGED and DECREED that Bobadilla shall fully disclose within 10 business days of the entry of this final judgment and permanent injunction, in writing and under oath, the source, if known, of each instructors solutions manual that Edgar Bobadilla sold; and it is further

ORDERED, ADJUDGED and DECREED that Bobadilla shall deliver to Dunnegan LLC, within 10 days of the entry of this final judgment and permanent injunction, an affidavit swearing under penalty of perjury that all copies, including electronic copies, of the instructors solutions manuals of Pearson, Wiley, Cengage and McGraw-Hill within Edgar Bobadilla's possession, custody or control have been destroyed; and it is further

ORDERED, ADJUDGED and DECREED that, except as set forth herein, Pearson, Wiley, Cengage and McGraw-Hill release

any and all of their claims as of the date of execution of the consent to this final judgment and permanent injunction, and Edgar Bobadilla releases any and all of his claims, if any, against Pearson, Wiley, Cengage and McGraw-Hill, except any claims for failure to comply with this final judgment and permanent injunction, including failure to pay any part of the Settlement Amount; and it is further

ORDERED, ADJUDGED and DECREED that upon complete payment of the Settlement Amount, Pearson, Wiley, Cengage and McGraw-Hill, through their counsel, will file a satisfaction of judgment in this Court; and it is further

ORDERED, ADJUDGED and DECREED that the caption of this action be and hereby is amended as set forth above to reflect the true identity of the parties; and it is further

ORDERED, ADJUDGED and DECREED that claims of Pearson, Wiley, Cengage and McGraw-Hill in this action against Bobadilla be, and hereby are, dismissed with prejudice, except that the Court shall retain jurisdiction to enforce this final judgment and permanent injunction, and the claims of Pearson, Wiley, Cengage and McGraw-Hill against the remaining defendants are hereby dismissed without prejudice.

Dated: New York, New York
March __, 2009

U.S.D.J.

Consent to Entry

The parties hereby consent to the entry of the foregoing final judgment and permanent injunction.

Dated: New York, New York
February 27, 2009

DUNNEGAN LLC

By William Dunnegan
William Dunnegan (WD9316) 3/20/09
wd@dunnegan.com
Laura Scileppi (LS0114)
ls@dunnegan.com
Attorneys for Plaintiffs
Pearson Education, Inc.,
John Wiley & Sons, Inc.
Cengage Learning, Inc. and
The McGraw-Hill Companies, Inc.
350 Fifth Avenue
New York, New York 10118
(212) 332-8300

Edgar Bobadilla
Edgar Bobadilla

SO ORDERED

George B. Daniels
George B. Daniels, U.S.D.J.

Dated: 17 MAR 2011